

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
 Execution Date
 Month Day Year

Name

10312000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

700004515

REEL: 002213 FRAME: 0615

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75902372"/>	<input type="text" value="75691207"/>	<input type="text" value="75691704"/>	<input type="text" value="1778708"/>	<input type="text" value="1008947"/>	<input type="text" value="2109379"/>
<input type="text" value="75883873"/>	<input type="text" value="75057862"/>	<input type="text" value="76088525"/>	<input type="text" value="1963960"/>	<input type="text" value="1244274"/>	<input type="text" value="1506971"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2144410"/>	<input type="text" value="927195"/>	<input type="text" value="1430911"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Ref. 697760/2)

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sion Kim

Name of Person Signing

Signature

March 22, 2001

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1291327"/>	<input type="text" value="1400229"/>	<input type="text" value="1936144"/>
<input type="text" value="1287695"/>	<input type="text" value="1831936"/>	<input type="text" value="1315283"/>
<input type="text" value="1776314"/>	<input type="text" value="1783910"/>	<input type="text" value="2072542"/>
<input type="text" value="1430950"/>	<input type="text" value="1108343"/>	<input type="text" value="2107772"/>
<input type="text" value="1455213"/>	<input type="text" value="2312187"/>	<input type="text" value="2107821"/>
<input type="text" value="1306851"/>	<input type="text" value="1148963"/>	<input type="text" value="1162769"/>
<input type="text" value="1017697"/>	<input type="text" value="1286700"/>	<input type="text" value="1337587"/>

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Enter Additional Conveying Party

Name Recoton Audio Corporation

10312000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Delaware Corporation

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1901501	2085282	1410298
1400050	2126526	1987119
1201879	1883382	1290804
1414090	1126365	1922837
501769	1246955	1648627
2304131	1416483	2347921
2291714	2185236	1919446

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name AAMP of Florida, Inc.

10312000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1409318	1477513	2153300
2359107	2388019	1382181
1205237	1975478	2153385
1064373	1063779	1654250
1976621	1083302	1995313
1159204	1251409	376330
1303380	1228341	1304584

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name Recoton Canada Ltd.

10312000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Ontario, Canada

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1282269	1662270	1717646
1711294	1830270	1904273
427895	2116675	1709193
1916205	2005942	1240981
1462534	1635372	2111549
2127490	2096339	1673306
1416488	1494971	1287690

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name Recoton Home Audio, Inc.

10312000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1404495	632607	1166255
1748264	2140654	1237162
1131779	1856190	1142333
1608904	1599377	680355
1144650	1128911	449205
710840		

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 31, 2000 and entered into among RECOTON CORPORATION, a New York corporation, located at 2950 Lake Emma Road, Lake Mary, Florida 32746 ("Recoton"), INTERACT ACCESSORIES, INC., a Delaware corporation ("InterAct"), RECOTON AUDIO CORPORATION, a Delaware corporation ("Audio"), AAMP OF FLORIDA, INC., a Florida corporation ("AAMP"), RECOTON CANADA LTD., an Ontario Corporation ("Recoton Canada"), and RECOTON HOME AUDIO, INC., a California corporation ("RHAJ"), (Recoton, InterAct, Audio, AAMP, Recoton Canada, and RHAJ are referred to individually and collectively as "Assignor"), and HELLER FINANCIAL, INC., a Delaware corporation located at 500 West Monroe, Chicago, Illinois, 60661 ("Assignee") as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement and in the security agreement dated as of October 31, 2000 between Recoton Canada and Senior Agent, on behalf of Agent's Senior Lenders, Subordinated Agent and Subordinated Creditors (the "Canada Security Agreement" and, together with the Security Agreement, the "Security Agreements").

WHEREAS, pursuant to the Security Agreements, Assignor is granting a security interest to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors in certain collateral, including the Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) To secure the payment and performance of the Secured Obligations, including all renewals, extensions, restructurings, and refinancings of any and all of the Secured Obligations, Assignor hereby grants, conveys, assigns and pledges to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, a continuing security interest, lien and mortgage in and to all right, title, and interest of Assignor in the Trademarks, whether now owned or existing or hereafter acquired or arising, and regardless of where located.

(b) For purposes of this Agreement, "Trademarks" shall mean any and all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule A hereto, all extensions reissues, continuations or renewals

of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing or for any injury to goodwill, the right to sue for infringement and all proceeds of the foregoing, including, without limitation, license royalties, fees, income, payments, claims, damages, and proceeds of suit.

(c) The security interest granted hereby is granted in conjunction with the security interests granted to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors under the Security Agreements. The rights and remedies of the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is hereby incorporated by reference) and the other Loan Documents and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreements, in the other Loan Documents or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreements. Notwithstanding the foregoing, Assignor authorizes the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, upon notice to Assignor, to modify this Agreement in the name of and on behalf of the Assignor without obtaining the Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any registration of or any application for any Trademark owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors from time to time, to subject any owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreements.

3. Termination of Agreement

When the Secured Obligations have been paid and satisfied in full, this Agreement shall terminate and the Assignee, at the request and sole expense of the Assignor (other than unasserted indemnity obligations), will execute and deliver to the Assignor such documents as may be necessary to evidence the release of liens granted to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, and Assignee will duly, without recourse, representation or warranty of any kind whatsoever, release from the security interest the Trademarks not therefore disposed of, applied to, or released from the security interest created hereby and under the Security Agreements; provided, however, that (i) Senior Agent shall not be required to execute any such document on terms which, in Senior Agent's opinion, would

expose Senior Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations or any Liens granted to Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors upon (or obligations of any Assignor in respect of), all interests retained by any Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the property covered by this Agreement or the Loan Documents.

4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Successors and Assigns

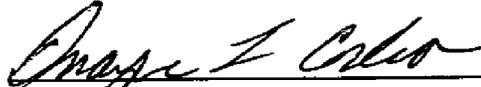
This Agreement shall be binding upon and inure to the benefit of the Assignor, the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors and their respective successors and assigns, except that the Assignor may not assign its rights or obligations under this Agreement without the written consent of the Senior Agent, each Senior Lender and each Subordinated Creditor.

6. Counterparts: Effectiveness.

This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

HELLER FINANCIAL, INC.
("Assignee" and "Senior Agent, on behalf of Agents,
Senior Lenders, Subordinated Agent and Subordi-
nated Creditors")

By:

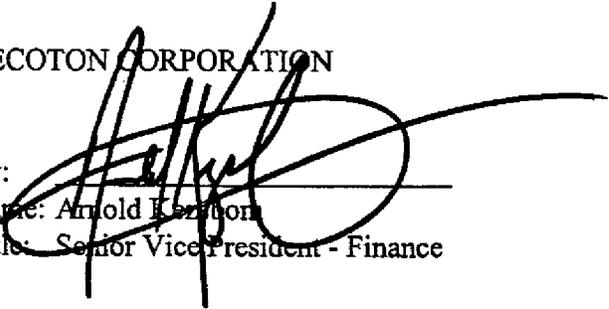


Name: Dwayne L. Coker

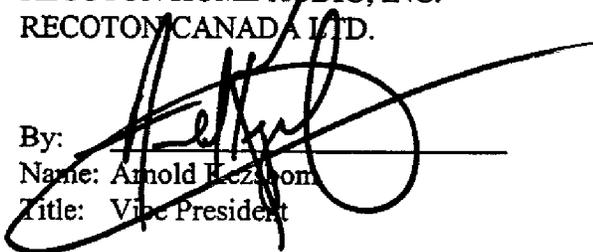
Title: Vice President

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

RECOTON CORPORATION

By: 
Name: Arnold Ezraom
Title: Senior Vice President - Finance

INTERACT ACCESSORIES, INC.
RECOTON AUDIO CORPORATION
AAMP OF FLORIDA, INC.
RECOTON HOME AUDIO, INC.
RECOTON CANADA LTD.

By: 
Name: Arnold Ezraom
Title: Vice President

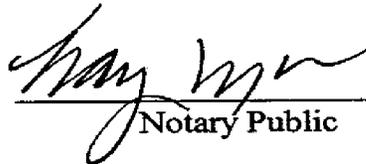
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior Vice President - Fianance, on behalf of RECOTON CORPORATION, a New York corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01B05076871
Qualified in New York County
Commission Expires April 28, 2001



Notary Public

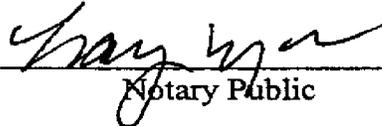
My Commission Expires:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of INTERACT ACCESSORIES, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)
BARRY M. BOVSHOW
Notary Public, State of New York
No. 01BO5076871
Qualified in New York County
Commission Expires April 28, 2001



Notary Public

My Commission Expires:

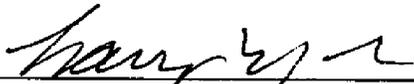
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of RECOTON AUDIO CORPORATION, a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01B05076871
Qualified in New York County
Commission Expires April 28, 2001



Notary Public

My Commission Expires:

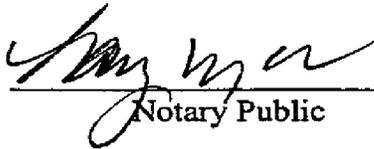
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of AAMP OF FLORIDA, INC., a Florida corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01B05076871
Qualified in New York County
Commission Expires April 28, 2001



Notary Public

My Commission Expires:

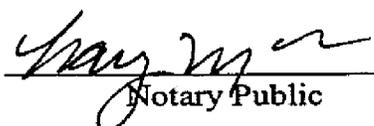
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of RECOTON HOME AUDIO, INC., a California corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01B05076871
Qualified in New York County
Commission Expires April 25, 2001



Notary Public

My Commission Expires:

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of RECOTON CANADA LTD., an Ontario corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
 Notary Public, State of New York
 No. 01B05076871
 Qualified in New York County
 Commission Expires April 28, 2001

Barry M. Bovshow

 Notary Public

My Commission Expires:

Confidential

Recoton US

Rider IV-B

Change	TrademarkName	Country Name	Reg. Number
	ACOUSTIC RESEARCH	United States of America	1778708
	ADVENT	United States of America	1008947
	ADVENT AUDIO CINEMA	United States of America	2109379
	ADVENT AUDIO FOCUS	United States of America	1963980
	AMBICO	United States of America	1244274
	AMERICAN CLASSICS	United States of America	1506971
	AMPERSAND & Design	United States of America	2144410
	AR	United States of America	0927195
	AR (Stylized)	United States of America	1430911
	ATS & DESIGN	United States of America	75/902372
	BIG SHOT	United States of America	1291327
	BOA	United States of America	1400229
	BULLSEYE	United States of America	1936144
	C.P.R.	United States of America	1287695
	CABLEWORKS	United States of America	1931936
	CARESET	United States of America	1315283
	CD HYDROBATH (stylized)	United States of America	1776314
	CD STEALTH	United States of America	1789910
	CINEMATE	United States of America	2072542
	CLEAN MATES	United States of America	1430950
	CLEAN SOUND	United States of America	1108343
	CLEAR PATH	United States of America	2107772
	COLOR-GRAMS	United States of America	1455213
	CONVERGENCE	United States of America	2312187
	CRANKCASE	United States of America	2107821
	DECATHLON	United States of America	1306881
	DISCKIT	United States of America	1148963
	DISCORGANIZER	United States of America	1182789
	DISCWASHER	United States of America	1017697
	DISCWASHER	United States of America	1286700
	DISCWASHER	United States of America	1337587
	EAR GEAR	United States of America	1901501
	E-CESSORIES	United States of America	75/691207
	EPOCH	United States of America	2085282
	F.R.E.D.	United States of America	1410298
	FOR SOUND THAT'S LASER CLEAN	United States of America	1400050
	FUTURA	United States of America	2126526
	G.R.I.P.	United States of America	1987119
	GOLD CONNECTION	United States of America	1201879
	HEAR GEAR	United States of America	1883382
	IMAGIN-ACTION	United States of America	1290804
	INSTA-CONNECT	United States of America	1414090
	INTELLICAR	United States of America	75/691704
	JENSEN	United States of America	1126365
	JENSEN	United States of America	1922837
	JENSEN	United States of America	0501788
	JENSEN CONCERT SERIES	United States of America	1248955
	LASER-MATIC	United States of America	1648627
	MARBL	United States of America	2304131
	MATRIX	United States of America	75/883873
	MICRODOT	United States of America	1418483
	MISC. DESIGN [3 way car speaker]	United States of America	2347921
	MISC. DESIGN [3-d guitar]	United States of America	2291714
	MISC. DESIGN [handprint]	United States of America	2185236
	MISC. DESIGN [sole control man]	United States of America	1919446
	MISC. DESIGN [videocable/snake]	United States of America	1409318
	NHT	United States of America	1477813
	NITRO SERIES	United States of America	2153300
	NOW HEAR THIS	United States of America	2359107
	OCEAN ELECTRONICS	United States of America	2388019
	PARSEC & Design	United States of America	1382181
	PERFECT PATH	United States of America	1205237
	PERFECTCASE	United States of America	1975478
	PERIPHERAL	United States of America	2153385
	PHASE LINEAR	United States of America	1064373
	PHASE LINEAR (stylized)	United States of America	1063779
	POWER WAVE	United States of America	1654260
	POWERED PARTNERS	United States of America	1976821

Confidential

Recoton US
Trademarks

Rider IV-B

	QUADRAX	United States of America	1083302
	QUESTRA	United States of America	1995313
	RAINBOW	United States of America	1159204
	RECOTON	United States of America	1251409
	RECOTON	United States of America	0376330
	RECOTON	United States of America	1303380
	RECOTON & Design (cassette)	United States of America	1228341
	RECOTON COMPUTER ACCESSORIES & Design	United States of America	1304884
	RECOTON STUDIO CASSETTE & Design	United States of America	1282268
	REMBRANDT	United States of America	1662270
	ROAD GEAR	United States of America	1717646
	ROAD GEAR & Design	United States of America	1711294
	ROADKILL	United States of America	1830270
	ROADROCKERS	United States of America	1904273
	ROLA	United States of America	0427895
	SEQUEL	United States of America	2116675
	SIGNAL GRABBER	United States of America	1709193
	SOLE CONTROL	United States of America	1916205
	SOUND QUEST & Design	United States of America	2005942
	SOUNDMAN	United States of America	1240981
	SPIKEMASTER	United States of America	1462534
	STEALTH (Stylized)	United States of America	1635372
	STELLAR	United States of America	2111549
	STINGER	United States of America	1212740
	STINGER	United States of America	78/057,862
	STINGER (Stylized)	United States of America	2096339
	STINGER (Stylized)	United States of America	1673306
	SUPER DUPER	United States of America	1416488
	TANGLEFREE	United States of America	1494971
	THE PHONE CONNECTION	United States of America	1287890
	THE STARTER SYSTEM	United States of America	1404495
	THE WALL	United States of America	76/088525
	TRIAX	United States of America	0632807
	ULTRA MAGNETICS	United States of America	1166255
	WAVECATCHER	United States of America	1748264
	WHATTAYADEAF?	United States of America	2140854
	Z-BOX	United States of America	1237162
	Acoustic Blanket	United States of America	1131779
	AR Limited	United States of America	1856190
	Clean Stat	United States of America	1142333
	Concert Series	United States of America	1608904
	Day Sequerra	United States of America	1599377
	Flexair	United States of America	0880338
	Musiclean	United States of America	1144650
	Power Drive	United States of America	1138931
	Sole Control	United States of America	044975
	Syntax 6	United States of America	0710740

2/27/01 11:11 AM

RECORDED: 03/22/2001

TRADEMARK
REEL: 002213 FRAME: 0634